

J.D. POWER

VALUATION LICENSE AND SERVICES AGREEMENT

This VALUATION LICENSE AND SERVICES AGREEMENT ("Agreement") is entered into as of November 1, 2022 ("Effective Date"), by and between Jackson County, MO Assessor's Office, a Missouri county, with its principal place of business at Jackson County Courthouse, East 12th Street, Kansas, MO 64106 ("Client"), and J.D. Power, a Delaware corporation, having an office and place of business at 320 E. Big Beaver Road Suite 500, Troy, MI 48083 ("JDP").

1. Services and Licenses. This Agreement establishes the terms and conditions by which JDP will provide services ("Services") to Client, including a license to utilize the JDP vehicle values for property tax assessments.
2. Term/Use Period. The term of this Agreement is for a one-time file to be processed for the FY2023 Jackson County, MO tax assessment.
3. Fees and Payment. Client will pay JDP the fees and expenses ("Fees") set forth in the applicable Product Exhibit(s) without offset or deduction. Payment is due upon receipt of the invoice and prior to the delivery of the data.
 - a. All Fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Client agrees to pay all sales, use and excise taxes, and any other similar taxes, duties, and charges on any amounts payable by Client, other than taxes imposed on JDP's income.
 - b. JDP may audit Client to assure compliance with the terms of this Agreement during the Term and three (3) years thereafter. Client will fully cooperate with JDP in connection with such audits and will provide JDP or obtain for JDP access to such records and personnel as JDP may reasonably require for such purpose. Client will pay for the costs of the audit if the audit determines that Client's underpayment equals or exceeds five percent (5%) for any quarter or that Client materially breached this Agreement.
4. License, Ownership and Restrictions on Use.
 - a. Subject to the terms and conditions of this Agreement, JDP grants Client a non-exclusive, non-sublicensable, and non-transferable license during the term provided in the applicable Product Exhibit (the "Use Period") to use the Services solely for the Permitted Use. At expiration of the Use Period, Client will cease using the Information.
 - b. Unless otherwise agreed in writing by JDP, the Services may be used and accessed solely in the United States by the users described in each Product Exhibit ("Authorized Users"). Client will use all reasonable legal, organizational, physical, administrative, and technical measures, and security procedures to safeguard and ensure the security of the Information and to protect the Information from unauthorized access, disclosure, duplication, use, modification, or loss.
 - c. Any purpose or use not specifically authorized herein is prohibited unless otherwise agreed to in writing by JDP. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, Client will not at any time, directly or indirectly, and will not permit any Authorized Users to: (i) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services; (ii) commingle the Information with any other database, publish performance benchmark results from the Information, or perform analysis, research or development of any kind on the Information except as permitted by this Agreement; (iii) create or provide any valuation guides or services based in whole or in part on the Information; (iv) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source of or methods used to compile the Information, in whole or in part; (v) use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any Applicable Law; (vi) alter, change, copy, modify, translate or create derivative works of the Services; (vii) undermine the security of the Services; or (ix) use the Information in a manner that exceeds reasonable request volume or constitutes excessive or abusive usage if the Information is accessed via the JDP platform.
 - d. If the Permitted Use includes use of the Information in a Client product or service (a "Client Application") Client will: (i) ensure that the Client Application does not contain information or materials which: (1) contain, at any time and by any method, malware, bugs, viruses or other harmful computer code; (2) infringe on any third party's copyright, patent, trademark, trade secret or other intellectual property rights or rights of publicity or privacy; (3) are defamatory, libelous, threatening or harassing; (4) violate any law, statute, ordinance, contract, regulation or generally accepted practice in all relevant jurisdictions (including without limitation those governing trade and export, financial services, consumer protection, unfair competition, antidiscrimination or false advertising); or (5) are false, inaccurate or misleading; and (ii) include in the Client Applications any disclaimers or end user terms provided in a Product Exhibit.
 - e. Client acknowledges that, as between Client and JDP, JDP owns all right, title and interest, including all intellectual property rights, in and to the Services. Client further acknowledges that: (a) the Information is an original compilation protected by applicable copyright laws; (b) JDP has dedicated substantial resources to collect, manage and compile the Information; and (c) the Information contains trade secrets of JDP.
 - f. Intentionally Deleted.
 - g. Client grants JDP a worldwide, perpetual, irrevocable, royalty-free license to feedback provided by Client related to the Services.
5. Confidentiality.
 - a. Client's "Confidential Information" will mean any information that is disclosed in confidence to JDP by Client or which, given the nature of the information and/or circumstances surrounding disclosure, should be treated as confidential. JDP's "Confidential Information" will mean all information, whether in written, verbal, graphic, electronic or any other form, that is disclosed in confidence to Client by JDP or observed by Client, or which, given the nature of the information and/or circumstances surrounding disclosure, should be treated as confidential, including, without limitation, the Information.
 - b. Each party (i) will retain, use and disclose the other's Confidential Information only in connection with the performance of its obligations under this Agreement and the Permitted Use, and, (ii) except as otherwise provided as a Permitted Use,

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will not disclose the other's Confidential Information except to those employees (for Client) and employees and contractors (for JDP) who are subject to confidentiality obligations no less protective than those set forth in this Agreement and who have a need to know such Confidential Information in connection with the performance of such party's obligations under this Agreement.

c. Confidential Information does not include any information that (i) the receiving party possessed at the time of disclosure by the disclosing party without an existing obligation of confidentiality, (ii) the receiving party develops independently without use of any of the disclosing party's Confidential Information, (iii) the receiving party rightfully receives from a third party free to make such disclosure without breach of such party's duty of confidentiality, or (iv) is or becomes publicly available without breach of this Agreement by the receiving party.

d. Confidential Information may be disclosed by the receiving party to the extent required by valid subpoena, court order or other legal process (a "Compelled Disclosure"), provided that the receiving party: (a) gives prompt notice to the disclosing party to the extent permitted by Applicable Law; (b) provides reasonable assistance in obtaining an order protecting the information from disclosure; and (c) such disclosure is limited to the minimum extent necessary to comply with the legal requirement.

6. Warranty. JDP AND ITS LICENSORS PROVIDE THE SERVICES AS IS AND DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE SERVICES OR THE RESULTS TO BE OBTAINED FROM THE USE THEREOF, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

7. Indemnity.

a. JDP will defend, indemnify, and hold harmless Client from and against all claims, losses, damages, liabilities, judgments and expenses incurred by Client, including reasonable attorney's fees, arising out of any third-party claim against Client that the Services, if used by Client in accordance with the terms of this Agreement, infringe any intellectual property right of a third party. In the event of such claim, JDP will have the right to terminate this Agreement with respect to the allegedly infringing portion of the Services by giving written notice to Client and by refunding to Client the pro rata share of any prepaid charges relating to such infringing portion of the Services. THE INDEMNITY SET FORTH IN THIS SECTION STATES JDP'S ENTIRE OBLIGATION AND LIABILITY AND CLIENT'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY INFRINGEMENT OF A THIRD PARTY'S INTELLECTUAL PROPERTY BY THE SERVICES.

b. Intentionally Deleted.

c. Intentionally Deleted.

8. Limitation of Liability. JDP will have no liability to Client for any damages resulting from any interruptions, delays, inadequacies, errors, or omissions relating to the Services covered hereby. IN NO EVENT WILL JDP HAVE ANY LIABILITY, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, FOR LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF JDP, EVEN IF JDP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. JDP'S MAXIMUM LIABILITY TO CLIENT FOR ANY DAMAGES WITH RESPECT TO THE SERVICES PROVIDED UNDER ANY APPLICABLE PRODUCT EXHIBIT WILL NOT EXCEED THE AGGREGATE TOTAL FEES PAID BY CLIENT TO JDP UNDER THAT PRODUCT EXHIBIT GIVING RISE TO SUCH CLAIM.

9. Other Matters.

a. Entire Agreement. This Agreement, together with any related addendum or Product Exhibit, constitutes the complete, final and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions of the parties. The provisions and terms of any purchase order or other agreement issued by the Client will not in any way extend or modify the terms and conditions of this Agreement. If any provision of this Agreement will be held invalid in a court of law, the remaining provisions will be construed as if the invalid provision were not included in this Agreement. No modification or rescission of this Agreement will be binding unless executed in writing by the party to be bound thereby.

b. Governing Law. This Agreement will be governed by the laws of the State of Missouri, without regard to the conflicts of law rules of such state. If any provision of this Agreement shall be held invalid in a court of law, the remaining provisions shall be construed as if the invalid provision were not included in this Agreement. Any dispute that arises under or relates to this Agreement (whether in contract, tort or both) commenced by either party shall be resolved in state or federal court in St. Louis, Missouri, and the parties expressly waive any right they may otherwise have to cause any such action or proceeding to be brought or tried elsewhere.

c. Assignment. This Agreement may not be assigned or otherwise transferred by Client, in whole or in part, without the prior written consent of JDP. The parties' rights and obligations under this Agreement will bind and inure to the benefit of their permitted successors and assigns.

d. Notice. All notices, approvals, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes when mailed certified mail or by an express courier company, return receipt requested and effective on receipt, if delivery is confirmed by return receipt or other proof of delivery or by email (with confirmation of transmission). Notices must be delivered to the addresses set forth above or, in the case of email, to JDP at ValuationServicesOperationsTeam@jdpa.com with a copy to legal@jdpa.com and to Client at the email address designated by Client. Either party may change its address by giving the other party notice of the change in any matter permitted by this Agreement.

e. Compliance with Laws. Each party represents and warrants that it will comply with all laws, rules, regulations, industry standards, terms, and policies ("Applicable Laws") applicable to this Agreement, including anti-corruption laws. Client represents and warrants that: (i) any information provided by it to JDP in connection with the Services was obtained in

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compliance with Applicable Laws; and (ii) has the right to share and disclose to JDP all provided information to JDP for the purpose of providing the Services.

f. **Export Regulation.** The Information provided under this Agreement may be subject to the export laws and regulations of the United States and/or other countries. Client agrees that it will not export, directly or indirectly, any Information, even if Incorporated into other Items, to any country for which an export license or other government approval is required without first obtaining such license or approval.

g. **Survival.** All terms that must survive termination in order to have their customary effect, including Sections 3-9, will survive termination or expiration of this Agreement.

Jackson County, MO Assessor's Office


Signature

Bob Crutts
Printed Name

Finance Director
Title

12-6-2021
Date

J.D. Power

DocuSigned by:

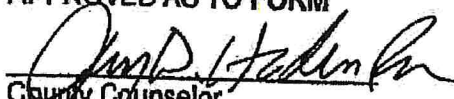
Signature F244B5...

Dom Vieira
Printed Name

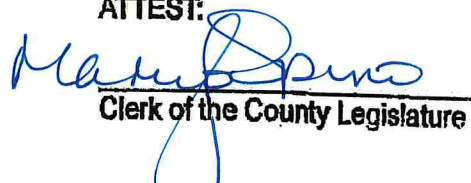
SVP Business Development & Client Services
Title

11/23/2022
Date

APPROVED AS TO FORM


County Counselor

ATTEST:


Clerk of the County Legislature

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VALUATION LICENSE AND SERVICES AGREEMENT – PRODUCT EXHIBIT A

This PRODUCT EXHIBIT A ("Product Exhibit") dated November 1, 2022 is governed and made part of the Valuation License and Services Agreement ("Agreement") dated November 1, 2022 by and between Jackson County Assessor's Office ("Client"), and J.D. Power ("JDP").

1. Defined Terms:

- "Authorized End Users": Internal employees of Client, STL Software
- "Automobile and Truck": Automobiles and Trucks as reported on the State Tax Commission of Missouri Aggregate Abstract Form 11A Back.
- "Specialty Vehicles": Motorcycles, Buses, RV's, Boats, Trailers, CARUC (Railroad & Utility), and other vehicles as reported on the State Tax Commission of Missouri Aggregate Abstract Form 11A Back.
- "Transaction": each valuation processed by STL Software, Inc for the Client, or valuations retrieved from the Online Tool
- "Vehicle Information": the information provided by JDP to Client for the tax assessment purposes

2. Permitted Use:

The Vehicle Information may be used solely for the purpose of determining property tax values for the residents of Jackson County, Missouri. Data shall be delivered through the Client's software provider STL Software and may only be used for Jackson County, Missouri. The number of vehicles permitted to be valued is determined by the State Tax Commission of Missouri Aggregate Abstract Form 11A (front and back).

Client shall also have access to the www.idpowervalues.com online tool for manual vehicle value lookups.

3. Delivery and Requirements of Vehicle Information:

The Vehicle Information shall be provided to Client from STL Software, Inc. for automated batch processing. Additionally, the Client shall have access to the www.idpowervalues.com online tool for manual vehicle value lookups.

4. Term/Use Period: FY 2023

5. Fees:

Automobile and Truck Fee:

\$101,650.00

Client shall pay the Automobile and Truck Fee in the amount of One Hundred and One Thousand Six Hundred and Fifty Dollars (**\$101,650.00**) which shall serve as payment of Five Hundred and Thirty-Five Thousand (535,000) Automobile and Truck Transactions to be used for the specified Use Period.

Specialty Vehicles Fee:

\$11,550.00

Client shall pay a Specialty Vehicles Fee in the amount of Eleven Thousand Five Hundred and Fifty Dollars (**\$11,550.00**) which shall serve as payment of Thirty-Three Thousand (33,000) Specialty Vehicle Transactions to be used for the specified Use Period.

Online Tool Block Fee:

\$11,400.00

Client shall pay a Online Tool Block Fee in the amount of Eleven Thousand Four Hundred Dollars (**\$11,400.00**) which shall serve as payment of Sixty Thousand (60,000) Transactions for use in the Online Tool located at www.idpowervalues.com for a one year term, beginning **November 1, 2022 thru October 31, 2023.**

Jackson County, MO Assessor's Office

J.D. Power


Signature

Bob Crutsinger
Printed Name

Finance Director
Title

12-6-2022
Date

DocuSigned by:

Signature 5F244B5...

Dom Vieira
Printed Name

SVP Business Development & Client Services
Title

11/23/2022
Date